



COUNTY OF PLACER
ADMINISTRATIVE SERVICES DEPARTMENT
Procurement Services Division
2964 Richardson Drive
Auburn CA 95603
Phone: 530-889-7776

INVITATION FOR BIDS

Bidder Acknowledgement

RELEASE DATE: September 6, 2006
BID NO. 9615
TITLE: Ready-Mix Concrete & Concrete Pumping Services
DUE DATE: September 25, 2006 3:30 PM *(Bids shall not be accepted after this date/time)*

All questions regarding this solicitation shall be directed to:

Buyer Name: Bob Bigney

Telephone: 530-889-4255

This package includes the following documents:

Bid Form



Price Adjustments



Insurance Requirements



Type of Award:

Fixed Contract (Purchase Order)



Open-End Contract (Blanket Purchase
Order) for the approximate period:



September 26, 2006 thru September 30, 2007

Bidder shall complete the area below. Unsigned bids shall be rejected; no exceptions.

The undersigned offers and agrees, if this bid is accepted within **90 calendar days** from the date of opening, to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this IFB, including any and all addenda. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement. I declare under penalty of perjury that I have not been a party with other bidders to an agreement to bid a fixed or uniform price.

Addendum Received, No(s). _____

NAME OF FIRM: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____ Fax: _____

By (signature): _____ Title: _____

NO BID: ☐ Reason: _____

INVITATION FOR BIDS GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid by reference and attachment to this Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By signature in the space provided for bidder in these documents, bidder does agree to furnish the product(s) and/or service(s) pursuant to these conditions.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at : www.placer.ca.gov/admin/procurement/openbids.htm
Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return a signed addenda, when required, may be cause for rejection of his/her bid.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. **SUBMISSION OF BIDS.** Bids shall be submitted to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays), prior to the date and time specified in this solicitation. Bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County. Bids must be signed by an authorized employee. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.
WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile, telegraphic or telephone bids shall not be accepted.
3. **ALTERATION OF BID DOCUMENTS.** Bidder hereby agrees, by signature on the face of this bid, that s/he has not altered the specifications, terms, or conditions of these documents, except as to clearly indicate exception to the requirements herein. Bidder also understands that, should it be discovered that the bidder altered these documents in a way that misleads or deceives the County as to the terms and conditions of their response, their bid shall be rejected and the bidder may be debarred in accordance with the processes defined in the Placer County Purchasing Policy Manual.
4. **AMENDMENTS TO THE BID.** Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.
5. **NO BID.** Persons desiring not to submit a bid should return the Bidder Acknowledgment marking it "NO BID," no later than the stated bid opening date and time, and state the reason in the response. Failure to respond by the bid deadline may result in removal of the bidder's name from the bid mailing list. **NOTE:** To qualify as a respondent, bidder must submit a timely "NO BID."
6. **NON-COLLUSION.** The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
7. **CONFLICT OF INTEREST.** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.
8. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts;

- d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
9. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
10. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
11. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
12. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
13. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
14. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
15. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
17. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to

supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

18. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.
19. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
20. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be faxed to you by using our self-service "fax on demand" system. Dial 530/889-7776, press option 4 then enter your full fax number when prompted (include 1 + your area code if you are not in the 530 area). This information is also available on our website at: www.placer.ca.gov/admin/procurement/lvp_affidavit.htm
21. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
22. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
23. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
24. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

25. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
26. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 12161 and 12200.
27. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.
28. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

-- End of General Terms and Conditions --

BID FORM
(to be completed by bidder)

1.0 INTRODUCTION

Placer County is soliciting written bids for Ready-Mix Concrete and Concrete Pumping Services to be delivered to various small repair or construction job sites on an as-needed basis at various Placer County locations including, but not limited to, Sheridan, Lincoln, Roseville, Auburn, Colfax, Foresthill and all points in between (excluding locations beyond Colfax/Foresthill). **One-way travel time between the awarded contractor's plant to any of the locations described above shall not exceed 1 hour.** Plants determined by the County to be located more than 1 hour away from any one County location as described herein shall not be considered for award. Concrete pumping services shall be provided only at the request of the ordering department. This bid shall result in the award of blanket purchase orders in the cumulative amount of \$49,500.00 for the County's Road Maintenance Division, Facility Services Department and the Office of Emergency Services (Placer County Fire).

2.0 LICENSE REQUIREMENT

The successful bidder shall possess and maintain a valid State of California D06 Concrete Related Services Contractor license, minimum. The following representations are made under penalty of perjury:

CA State License Number

Classification

Expiration Date

3.0 INSURANCE REQUIREMENT

The successful bidder shall furnish evidence of insurance to Placer County Procurement Services demonstrating proof of coverage in the amounts as specified in the Insurance Requirements of Attachment C within ten (10) calendar days following receipt of a written request. Failure to comply may result in disqualification of your bid. All costs of complying with the insurance requirements shall be included in your bid pricing.

4.0 PREVAILING WAGES

Payment of not less than prevailing wages shall be required for all individual jobs performed in accordance with the services described herein per Labor Code Section 1770 et seq. Bidders are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work under the contract which will be awarded to the successful bidder. Copies of the Prevailing Wage Rates, as issued by the State of California Department of Industrial Relations, are available for viewing at the Office of Procurement Services, located at 2964 Richardson Drive, Finance Administration Building, Dewitt Center, Auburn, CA 95603, or at the Department of Industrial Relations' website at www.dir.ca.gov. For questions or clarifications of statutes applicable to the payment of Prevailing Wages, contact the Department of Industrial Relations Prevailing Wage Unit by phone (415) 703-4774, or visit DIR's website.

5.0 **PRICING**

Quantities and hours provided below are annual estimates. No express or implied promises have been made by the County to purchase any definite quantities with respect to purchases which may be made under the provisions of the resulting agreement, and nor shall there be any limitations or restrictions as to the frequency of any purchases which may be made under the provisions of the resulting agreement.

5.1 **Ready-Mix Concrete Delivered**

<u>Item</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Ready-Mix Concrete</u>	<u>Unit Price per Cu. Yd.</u>	<u>Extension (Unit Price x Qty)</u>
A.	25	Cu. Yd.	4-sack mix	\$_____	\$_____
B.	25	Cu. Yd.	5-sack mix	\$_____	\$_____
C.	50	Cu. Yd.	6-sack mix	\$_____	\$_____

Subtotal Section 5.1 (Item A + B + C)	\$_____
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5.2 **Material Cost Percentages**

Bidders shall provide the information requested below. These percentages shall be used to determine the material cost portions of the unit prices for purposes of calculating approved price adjustments. See Attachment B, Price Adjustments. Price adjustments shall not be considered from an awarded bidder who does not provide the material cost percentages requested below.

For line item 5.1A, ready-mix concrete, 4-sack mix:

What percentage of the unit price is applicable to your material cost for cement only?
 _____%

What percentage of the unit price is applicable to your material cost for sand only?
 _____%

What percentage of the unit price is applicable to your material cost for gravel only?
 _____%

For line item 5.1B, ready-mix concrete, 5-sack mix:

What percentage of the unit price is applicable to your material cost for cement only?
 _____%

What percentage of the unit price is applicable to your material cost for sand only?
 _____%

What percentage of the unit price is applicable to your material cost for gravel only?
_____ %

For line item 5.1C, ready-mix concrete, 6-sack mix:

What percentage of the unit price is applicable to your material cost for cement only?
_____ %

What percentage of the unit price is applicable to your material cost for sand only?
_____ %

What percentage of the unit price is applicable to your material cost for gravel only?
_____ %

5.3 Admixtures

Admixtures shall not be used unless requested for by the ordering County department. Admixtures shall be added to ready mix concrete in manufacturer recommended ratios. Provide pricing for the following admixtures:

\$_____ per ounce of PolarSet Accelerant or equal: _____
(brand of accelerant quoted)
\$_____ per pound Nycon Fiber or equal: _____
(brand of fiber quoted)

5.4 Short Load Charges

The Contractor shall be allowed to assess "short load" charges on ready-mix concrete orders totaling 5 cubic yards or less, with the exception of "clean-up" orders. Minimum order of ready-mix concrete shall be one (1) cubic yard. Provide charges for short loads:

Add: \$_____ per load for loads from 1 to 2 cubic yards
Add: \$_____ per load for loads from 2 ¼ to 4 cubic yards
Add: \$_____ per load for loads from 4 ¼ to 5 cubic yards

5.5 Unloading Charge

Allowable unloading time is _____ minute(s) per cubic yard, in excess is \$_____ per minute (not applicable to concrete pumping services).

(\$_____ maximum unloading charge) per load.

5.6 Concrete Pumping

Indicate the hourly rental rate, billable in 15-minute increments, for concrete pumping services. Rental rate includes pump, operator and system (i.e. – pipe, hose, clamps, etc.). Rental rate excludes cost of concrete material. Rental rates shall be charged time on the job plus travel time per Section 5.7 below.

<u>Item</u>	<u>Est. Hours</u>	<u>Description</u>	<u>Hourly Rental Rate</u>	<u>Extension (Est. Hours x Rental Rate)</u>
A.	12	Trailer Line Pump (2"-4" hose)	\$_____/Hr	\$_____
B.	12	Truck Mounted Line Pump (2"-4" hose)	\$_____/Hr	\$_____

\$_____ per bag of slurry (pump primer) if required.

Wash fee of \$_____ will be charged if there is no area to wash out on the jobsite.

Subtotal Section 5.6 (Item A + B)	\$_____
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5.7 Travel Charge

Indicate hourly rate below, billable in 15-minute increments, applicable to all trucks to be used for services as described herein for transportation between your plant and jobsite only. The maximum one-way travel time charge allowed for concrete mix trucks is 1 hour per load (2 hours for roundtrips), and 1 hour each way per job for trailer line pumps and truck mounted line pumps.

<u>Est. Hours</u>		<u>Travel Charge</u>		<u>Extension</u>
40	x	\$_____ /hour	=	\$_____

What percentage of the Travel Charge rate indicated above is applicable to fuel cost only?

_____ %

Total Bid Price (Subtotal Section 5.1 + 5.6 + 5.7) \$_____

6.0 CLEAN-UP DELIVERIES

Occasionally, the actual quantity of ready-mix concrete ordered and delivered may fall a yard or more short of completing the job on hand and may require an immediate "clean-up" delivery to fill the difference. Clean-up deliveries shall not be assessed a short load charge.

7.0 INVOICE/PAYMENT TERMS

_____% or \$_____/Cu.Yd. discount if paid within ____days; or net payment due within ____days

Refer to Section 21 of the General Terms and Conditions for the County's payment policy.

PRICE ADJUSTMENTS

1.0 GENERAL

- 1.1 Initial bid pricing shall remain firm for a minimum of 60 calendar days from date of bid award. Approved price adjustments shall be effective 15 days after the date of receipt of a written price adjustment notice. Material price adjustments shall remain firm for a minimum of 60 days after the price adjustment date.
- 1.2 Material price adjustments shall apply only to the material cost portion of the unit prices as determined in accordance with the material cost percentages indicated by the successful bidder in Section 5.2 of the Bid Form.
- 1.3 Fuel cost adjustments shall apply only to the fuel cost portion of the Travel Charge Rate as determined in accordance with the fuel cost percentage indicated by the successful bidder in Section 5.7 of the Bid Form.
- 1.4 Price adjustments shall not apply to materials or services ordered from the contract prior to the effective date of the price adjustment.
- 1.5 For fuel price adjustments, the base diesel price from which the initial price adjustment shall be calculated shall be the price published for the Sacramento base market on the State of California's Procurement Division's website for September 25, 2006. The California Department of General Services' Procurement Division tracks, monitors, and publishes the weekly OPIS fuel rate changes, the market indicator for the fuel industry. Weekly OPIS diesel fuel rates can be accessed and viewed on the State Procurement Division's website at www.pd.dgs.ca.gov/contracts/fuelrates.
- 1.6 Requests for price adjustments shall be in writing and shall include substantiated information supporting the proposed price adjustments. Fuel price adjustment requests shall include substantiated information from the Consolidated Weekly Fuel Posting on the State Procurement Division's website. Material price adjustment requests shall include substantiated information such as invoices, manufacturer's price list, certified raw material cost data and any other substantiating information as requested by the County.
- 1.7 Placer County Procurement Services Division has the sole authority to grant price adjustments for the agreement resulting from this bid. All communications regarding price adjustments shall be directed to:

Placer County Procurement Services
Attn: Bob Bigney
2964 Richardson Drive
Auburn, CA 95603

Fax: 530-889-4274
Email: bbigney@placer.ca.gov

2.0 FUEL COST INCREASES

- 2.1 The contractor may submit written requests to the Placer County Procurement Services Division to increase the fuel cost portion of the travel charge hourly rate whenever the OPIS daily average diesel base price (ULSD #2) for the Sacramento market base has increased more than ten percent (10%) over the OPIS daily average diesel base price for the effective date of the previously approved price.

2.2 Upon receipt of such notice the County reserves the right to either:

- a. Verify and accept the increase at that time, effective 15 calendar days from receipt of an acceptable notice; or
- b. Negotiate a proposed price increase;
- c. Cancel the contract without prejudice as of the effective date of the price increase.

3.0 FUEL COST DECREASES

3.1 The Contractor shall initiate price decreases for the fuel cost portion of the hourly travel charge rate whenever the OPIS daily average diesel base price (ULSD #2) for the Sacramento market base has decreased more than ten percent (10%) below the OPIS daily average diesel base price that was published for the effective date of the previously approved price.

3.2 At no time shall such decreases reduce the hourly travel charge to costs that are lower than the original bid price.

4.0 MATERIAL COST INCREASES

4.1 Contractor may submit written requests to the Placer County Procurement Services Division to increase the material cost portion of the ready-mix concrete unit prices.

4.2 Upon receipt of such notice the County reserves the right to either:

- a. Verify and accept the increase as competitive with the general market price at that time, effective 15 days after date of receipt of an acceptable notice; or
- b. Negotiate a proposed price increase; or
- c. Cancel the contract without prejudice as of the effective date of the price increase.

5.0 MATERIAL COST DECREASES

5.1 The contractor shall submit written requests to the Placer County Procurement Services Division to decrease the material cost portion of the ready-mix concrete unit prices for material price decreases received from its suppliers.

5.2 At no time shall such decreases reduce the material cost to a cost that is lower than the original bid cost.

5.3 Price decreases shall be effective 15 days from date of receipt of notice.

INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONTRACTOR shall save, keep, hold harmless and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than **one million dollars (\$1,000,000)** each accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit for bodily injury by disease, and **one million dollars (\$1,000,000)** each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. **GENERAL LIABILITY INSURANCE:**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

- B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

One million dollars (\$1,000,000) each occurrence
One million dollars (\$1,000,000) aggregate

- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
One million dollars (\$1,000,000) for Products Completed Operations
One million dollars (\$1,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be **two million dollars (\$2,000,000)**.

- E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) aggregate for Products Completed Operations

One million dollars (\$1,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than **one million dollars (\$1,000,000)** combined single limit for each occurrence.

Covered vehicles should include owned, nonowned, and hired automobiles/trucks.